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Proposed Attorneys for Chapter 11 Debtors
and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SAN FERNANDO VALLEY DIVISION**

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a California corporation,

Debtor and Debtor in Possession.

In re:

IRONCLAD PERFORMANCE WEAR
CORPORATION, a Nevada corporation,

Debtor and Debtor in Possession.

☒ Affects both Debtors

☐ Affects Ironclad Performance Wear
Corporation, a California corporation only

☐ Affects Ironclad Performance Wear
Corporation, a Nevada corporation only

Lead Case No.: 1:17-bk-12408-MB
Jointly administered with:
1:17-bk-12409-MB
Chapter 11 Cases

**NOTICE OF CHAPTER 11
BANKRUPTCY FILINGS AND OF
IMPORTANT UPCOMING HEARING
DATES AND DEADLINES**

**[Chapter 11 Bankruptcy Filing Date –
September 8, 2017]**

**Hearing Date, Time and Place of Initial
Hearings:**

DATE: September 13, 2017
TIME: 2:00 p.m.
PLACE: Courtroom “303”
21041 Burbank Blvd.
Woodland Hills, CA

1 TO ALL CREDITORS AND SHAREHOLDERS:

2 PLEASE TAKE NOTICE that on September 8, 2017, Ironclad Performance Wear
3 Corporation, a California corporation, and Ironclad Performance Wear Corporation, a Nevada
4 corporation (collectively, the “Debtors”), the debtors and debtors-in-possession in the above-
5 captioned Chapter 11 bankruptcy cases, filed voluntary petitions for relief under Chapter 11 of
6 the Bankruptcy Code.

7 PLEASE TAKE FURTHER NOTICE that an initial hearing was held before the Court on
8 September 13, 2017, at 2:00 p.m., for the Court to consider approval of a number of motions
9 filed by the Debtors. This Notice provides a summary of each of those motions and their current
10 status.

11 **BID PROCEDURES MOTION**

12 On September 8, 2017, prior to filing their Chapter 11 bankruptcy cases, the Debtors
13 entered into an Asset Purchase Agreement (the “APA”) with Radians Wareham Holding, Inc.
14 (“Purchaser” or “Radians”), pursuant to which Purchaser has agreed to purchase substantially all
15 of the Debtors’ assets (excluding cash and causes of action) for a purchase price of \$20 million
16 or \$15 million depending upon the outcome of a certain event which is the subject of a
17 confidential side letter which the Debtors are seeking to file with the Court under seal.

18 The Debtors’ proposed sale of assets to Purchaser is subject to overbid. An initial
19 hearing on the Debtors’ motion for approval of the bidding procedures that the Debtors and
20 Radians agreed to in the APA (the “Bidding Procedures Motion”) was held on September 13,
21 2017, at 2:00 p.m. The Court continued the hearing on the Bidding Procedures Motion to
22 September 25, 2017, at 2:00 p.m. Any party in interest who wishes to object to the Court’s
23 approval of the Bidding Procedures Motion must file a written objection with the Clerk of the
24 Court prior to the hearing on September 25, 2017, at 2:00 p.m. and appear at the hearing. The
25 Bidding Procedures Motion was filed with the Court on September 11, 2017, as Docket Number
26 10. A copy of the APA is attached as Exhibit “A” to the Declaration of Geoff Greulich filed
27 with the Court on September 11, 2017, as Docket Number 6.

1 The Court has preliminarily scheduled October 30, 2017, at 10:00 a.m., for the Court to
2 consider approval of the Debtors' sale of assets to Radians or a successful overbidder. The Court
3 has also preliminarily scheduled October 30, 2017, at 10:00 a.m., as the date and time for an
4 Auction to take place in the Court in the event that there is one or more qualified overbidder.

5 As indicated, the Debtors' proposed sale of assets to Purchaser is subject to overbid. In
6 the Bidding Procedures Motion, the Debtors set forth the bidding procedures the Debtors are
7 requesting the Court to approve (as agreed to between the Debtors and Purchaser in the APA) at
8 the continued hearing on September 25, 2017, at 2:00 p.m.

9 The following is a summary of the important provisions of the Bidding Procedures
10 Motion the Debtors are requesting the Court to approve at the continued hearing on September
11 25, 2017, at 2:00 p.m., including important information for any prospective overbidder (each an
12 "Overbidder" and collectively, the "Overbidders") to know in order to be eligible to participate
13 in the Auction:

14 1. As indicated, the Court has preliminarily scheduled October 30, 2017, at 10:00
15 a.m., as the hearing date and time for the Court to consider approval of the Debtors' proposed
16 sale of the Purchased Assets to Purchaser or to a successful Overbidder as well as the date and
17 time of the Auction to take place in the event that there is one more qualified Overbidder.

18 2. In accordance with Section 6.5 of the APA, the Debtors are requesting that the
19 following provisions shall apply in respect to any Auction and to any prospective Overbidder
20 becoming qualified to participate in the Auction:

21 a. The initial bid over that submitted by Purchaser in the APA shall be in the
22 amount of at least \$20,750,000.00 if Purchaser's Aggregate Purchase Price is
23 Twenty Million Dollars (\$20,000,000.00) and shall be in the amount of at
24 least \$15,750,000 if Purchaser's Aggregate Purchase Price is Fifteen Million
25 Dollars (\$15,000,000.00).

26 b. Thereafter, bidding shall be in increments of at least \$250,000.00 or figures
27 which are wholly divisible by \$250,000.00.
28

- 1 c. Only financially qualified parties will be eligible to participate in the Auction
2 – with financially qualified parties to mean parties who have demonstrated
3 that they have the financial means to consummate their purchase of the
4 Purchased Assets without financing unless the financing to be used by them is
5 already committed (meaning that any overbid may not contain any financing
6 contingency). Any party who participates in the Auction will have completed
7 their due diligence of the Debtors and will have no due diligence contingency.
- 8 d. In order to be eligible to participate in the Auction, prospective overbidders
9 will be required at least three business days prior to the Auction (i.e., by 5:00
10 p.m. PST on October 25, 2017) to (i) deliver a redlined version of the APA to
11 counsel for the Debtors, counsel for Purchaser and counsel for any official
12 committee formed in the Debtors' bankruptcy cases indicating any changes
13 the prospective overbidder is requesting to the APA, and (ii) submit a cash
14 deposit of \$2 million, which deposit will be non-refundable and forfeited by
15 the prospective overbidder if the prospective overbidder is deemed by the
16 Bankruptcy Court to be the winning bidder and fails to close its purchase of
17 the Purchased Assets within 14 business days following the entry of the Sale
18 Order approving the Debtors' sale of the Purchased Assets to the prospective
19 overbidder regardless of whether an appeal has been filed of such Sale Order
20 provided there is no entered stay pending appeal - i.e., no final order
21 requirement.
- 22 e. Purchaser will have the right, but not the obligation, to credit bid the
23 outstanding balances of its Pre-Bankruptcy Secured Debt and the DIP Facility
24 towards its purchase price and any overbid that Purchaser elects to submit.
25 Purchaser shall have the right to participate in any Auction.
- 26 f. If any party other than Purchaser is deemed by the Bankruptcy Court to be the
27 winning bidder at the Auction, then concurrently with the closing of the
28 Debtors' sale of the Purchased Assets to such winning bidder, Purchaser will

1 be paid directly out of the sale proceeds (i) the full amount of the Pre-
2 Bankruptcy Secured Debt, plus (ii) the full amount of the DIP Facility, plus
3 (iii) the Breakup Fee.

4 g. If any party other than Purchaser is deemed by the Bankruptcy Court to be the
5 winning bidder at the Auction, or if the Debtors elect to proceed with seeking
6 confirmation of a plan of reorganization instead of proceeding with a sale of
7 the Purchased Assets, Purchaser shall receive a break-up fee (the "Breakup-
8 Fee") in the amount of \$500,000.00.

9 h. The Break-Up Fee shall be deemed to be an allowed expense of the kind
10 specified in Section 503(b) of the Bankruptcy Code and shall be paid solely
11 from the proceeds of an Alternative Transaction.

12 i. The Debtors shall have the right to schedule the Auction so that the payment
13 of the Breakup-Fee to Radians will not be considered in determining the
14 highest price bid for the Assets. However, Radians shall be authorized to
15 match any qualified overbid and be declared the successful purchaser of the
16 Purchased Assets giving consideration in the amount of the required Break-up
17 Fee and Prepayment Fee as a component of its matching bid, which Break-up
18 Fee and Prepayment Fee will not owing by the Debtors if Radians is the
19 winning bidder.

20 j. If Radians is deemed by the Bankruptcy Court to be the winning bidder at the
21 Auction and Radians fails to close its purchase of the Purchased Assets within
22 14 business days following the entry of the Sale Order (regardless of whether
23 an appeal has been filed of the Sale Order provided there is no entered stay
24 pending appeal - i.e., no final order requirement), then Radians shall forfeit
25 the Buyer Deposit to the Debtors.

26 k. The Debtors' sale of the Purchased Assets to Radians or a successful
27 overbidder will be free and clear of all liens, claims and interests in
28 accordance with section 363(f) of the Bankruptcy Code.

1 l. The Debtors have the right to market the Purchased Assets for overbid
2 pending the Auction and to hire an investment banker or sales agent to assist
3 the Debtors in this process. However, the collateral of Radians shall not be
4 used to fund the engagement of an investment banker or sales agent with such
5 party only being entitled to compensation from the proceeds of the Closing.

6 m. If there are more than one qualified Overbidders, the Debtors shall have the
7 right to determine the manner in which the Auction will proceed.

8 n. The Court will resolve any disputes relating to the Auction.

9 **DIP FINANCING/CASH COLLATERAL MOTION**

10 On September 8, 2017, prior to filing their Chapter 11 bankruptcy cases, the Debtors
11 entered into a Debtor-In-Possession Credit Agreement and Agreement For The Use Of Cash
12 Collateral with Radians (the "DIP Financing/Cash Collateral Agreement"). An initial hearing on
13 the Debtors' motion for approval of the DIP Financing/Cash Collateral Agreement (the "DIP
14 Financing/Cash Collateral Motion") was held on September 13, 2017, at 2:00 p.m. The DIP
15 Financing/Cash Collateral Motion was filed with the Court on September 11, 2017, as Docket
16 Number 7. The Court granted the DIP Financing/Cash Collateral Motion on an interim basis at
17 the hearing held on September 13, 2017, at 2:00 p.m. The Court has scheduled a further interim
18 hearing on the DIP Financing/Cash Collateral Motion to be held on September 25, 2017, at 2:00
19 p.m., and the Court has scheduled a final hearing on the DIP Financing/Cash Collateral Motion
20 to be held on October 6, 2017, at 10:00 a.m.

21 Any party-in-interest objecting to the Court's approval of the DIP Financing/Cash
22 Collateral Motion on a final basis shall serve and file written objections, which objections shall
23 be served upon (i) counsel to the Debtors, Levene, Neale, Bender, Yoo & Brill L.L.P., 10250
24 Constellation Blvd., Suite 1700, Los Angeles, California 90067, Attn: Ron Bender, Esq. (ii)
25 counsel to the Lender, Baker Donelson Bearman Caldwell & Berkowitz, PC, 165 Madison
26 Avenue, Suite 2000, Memphis, Tennessee 38103, Attn: E. Franklin Childress, Jr, Esq, and
27 Bryan Cave LLP, 120 Broadway, Suite 300, Santa Monica, California 90401, Attn Sharon Z.
28 Weiss, Esq. (iii) counsel to any committee of unsecured creditors appointed in the chapter 11

1 cases, (iv) the Office of the U.S. Trustee for the Central District of California, and (v) parties
2 required by Bankruptcy Rule 2002(a) and shall be filed with the Clerk of the United States
3 Bankruptcy Court, Central District of California, in each case to allow actual receipt by the
4 foregoing no later than October 2, 2017 at 4:00 p.m., prevailing Pacific Standard time, and
5 appear at the final hearing.

6 The following is a summary of the principal terms of the DIP Financing/Cash Collateral
7 Agreement¹:

8 a. **DIP Loan:** The Debtors shall be authorized to obtain advances of the
9 DIP Loan in an aggregate principal amount not to exceed \$2,000,000 to (i) enable the
10 Debtors to pay those expenses set forth in the Initial Approved Budget, which may be
11 modified, supplemented and extended from time to time by additional budgets (covering
12 any time period covered by a prior budget or covering additional time periods) prepared by
13 the Debtors and approved by Radians, without subsequent notice to or order of the Court
14 (each such additional budget, a “Proposed Budget,” and together with the Initial Approved
15 Budget, the “Approved Budgets”), and to (ii) enable the Debtors to purchase inventory
16 which is not otherwise included in the Approved Budgets.

17 b. **Advances for Budgeted Operating Expenses.** On the day of entry of the
18 Interim Order (which occurred on September 13, 2017), Radians agrees to make an “Initial
19 Advance” of \$500,000 to cover the Debtors’ funding requirements for the first two weeks
20 of the Initial Approved Budget. No further advances will be made until the entry of the
21 Final Order. Once that occurs, Radians will make further “Credit Advances” to the
22 Debtors pursuant to a “Borrowing Notice” which is to be submitted not later than noon
23 (eastern time) on the business day immediately prior to the “Funding Date.” Section 2.1(b)
24 sets for the information that is to be included in the Borrowing Notice including a
25
26

27 ¹ The following is a summary of the principal terms of the DIP Financing/Cash Collateral Agreement. To the
28 extent this summary is inconsistent with any of the terms of the DIP Financing/Cash Collateral Agreement, the
terms of the DIP Financing/Cash Collateral Agreement shall govern.

1 calculation of the amount requested which includes reasonable detail regarding the cash on
2 hand and the projected disbursements for the borrowing period.

3 c. **Approved Budgets:** One Million Dollars (\$1,000,000) of the DIP Loan
4 may be used for the sole and primary purposes of paying expenses in accordance with the
5 Initial Approved Budget, which depicts on a weekly basis cash revenue, receipts, expenses
6 and disbursements and other information for the 9-week period following the Petition Date,
7 and subsequent Approved Budgets, which shall be in form and substance acceptable to
8 Radians. The Debtors shall be permitted to deviate from the Approved Budget, without the
9 need for any further Court order, up to the permitted variance provided for in the DIP
10 Agreement (*i.e.*, Debtors are allowed a cumulative variance of up to 10% per line item in
11 the Budget at any time, are further allowed to apply any unused amounts for any given
12 week to carry over to the following week's expenditures in the Budget) ("Permitted
13 Variance").

14 d. **Inventory Purchases.** From and after the date of entry of the Interim Order,
15 an additional \$1,000,000 of the DIP Loan shall be funded for additional purchases of
16 Inventory (as defined in the DIP Agreement) to enable the Debtors to purchase Inventory
17 which is not otherwise included in the Approved Budgets, and Radians has agreed to
18 provide the Debtors with Credit Advances of up to \$300,000 for this purpose pending the
19 outcome of the Bidding Procedures Motion to be consider by the Court on September 25,
20 2017, at 2:00 p.m. as indicated above. The advances shall be made pursuant to a
21 Borrowing Notice which is to be submitted not later than by noon prevailing eastern time
22 on the business day immediately prior to a Funding Date, which includes a calculation of
23 the requested advance amount, and reasonable detail of the Inventory to be purchased.

24 e. **Term and Interest on DIP Loan:** The DIP Loan matures on January 1,
25 2018, but the obligations under the DIP Loan is due and payable upon the earlier to occur
26 of (a) date of the closing of the sale of substantially all assets to Radians, (b) January 1,
27 2018 maturity date, or (c) upon acceleration under the terms of the DIP Agreement. Rate
28 of interest to be charged for the DIP Loan shall be ten percent (10%) per annum, calculated

1 on the basis of a 360-day year for actual days elapsed, and interest accrued upon default is
2 eighteen percent (18%) per annum.

3 f. **DIP Super-Priority Claim:** In accordance with Bankruptcy Code section
4 364(c)(1), Radians shall be granted the DIP Super-Priority Claim as security for the DIP
5 Loan, which DIP Super-Priority Claim shall have priority over and above any and all
6 administrative expenses and claims asserted against any Debtor or its respective
7 bankruptcy estate, at any time existing or hereafter arising, of any kind or nature
8 whatsoever, including, but not limited to the administrative expenses of the kinds specified
9 in or ordered pursuant to Bankruptcy Code sections 105, 326, 327, 328, 330, 331, 361, 362,
10 363, 364, 365, 503, 506, 507(a), 507(b), 546, 552, 726, 1113, and 1114, and any other
11 provision of the Bankruptcy Code, whether or not such expenses or claims may become
12 secured by a judgment lien or other non-consensual lien, levy, or attachment.

13 g. **DIP Liens:** As security for the DIP Loan, Radians shall be granted valid,
14 enforceable, non-avoidable, fully perfected and continuing second priority liens and
15 security interests (including liens pursuant to sections 364(c)(2) and 364(c)(3) of the
16 Bankruptcy Code) (referred to herein as the “DIP Liens”) on all of the “Collateral” (as
17 defined the DIP Agreement) and which includes all property of the Debtors, whether now
18 owned or hereafter acquired or existing and wherever located, of each Debtor and each
19 Debtor’s estate, of any kind or nature, whatsoever, whether the property is real, personal,
20 tangible, intangible, or mixed, whether now existing or hereafter acquired or created (but
21 excluding any pre-petition avoidance causes of action under 11 U.S.C. §§ 547 and 548,
22 collectively referred to herein as “Avoidance Actions” or claims against directors and
23 officers including insurance claims relating thereto), and all cash and non-cash proceeds,
24 rents, products, substitutions, accessions, and profits of any of the collateral described
25 above, with such DIP Liens to be junior only to (y) the pre-petition liens and security
26 interests of Radians, and (z) “Permitted Liens” as defined in the DIP Agreement, to secure
27 all obligations of the Debtors under and with respect to the DIP Loan.
28

1 h. **Acknowledgements of Pre-Petition Loans.** The Debtors acknowledge
2 that they are indebted to Radians under the Pre-Petition Loan Documents involving the
3 Revolving Loan, and that the pre-petition liens and security interests of Radians in all of the
4 Debtors' property and assets are valid and enforceable.

5 i. **Events of Default and Remedies; Milestones:** Article X sets forth the
6 various Events of Default, which include the Debtors' failure to meet certain milestones
7 relating to the sale of substantially all of their assets to Radians or a successful overbidder,
8 including, without limitations, the deadlines by which the Debtors must file their motions
9 for authority to sell their assets to Radians under the terms of the parties' asset purchase
10 agreement and for approval of the proposed bidding procedures, deadlines by which the
11 Debtors must obtain orders pertaining to such motions, and the deadline by which the
12 Debtors must close a sale of substantially all of their assets and pay their obligations to
13 Radians if Radians is not the successful buyer. Article X also sets forth requirements
14 pertaining to the giving of a Notice of Default by Radians, and the procedure by which the
15 Debtors may dispute whether an Event of Default has occurred.

16 j. **Release:** Section 11.12 of the DIP Agreement provides for the Debtors to
17 release all claims against Radians arising out of or in an way relating to the DIP Agreement
18 and documents relating thereto occurring on or prior to the date of the DIP Agreement.

19 In addition to the foregoing, in connection with the final hearing on the DIP
20 Financing/Cash Collateral Motion to be held on October 6, 2017, at 10:00 a.m., Radians will be
21 seeking the following additional relief:

22 1. On or before the date that is forty five (45) days from the date of the entry of the
23 notice of appointment of the official committee of unsecured creditors or such other official
24 committee as may be appointed in these Chapter 11 cases (the "**Committee**"), the Committee or
25 any other party with standing to make any Challenge (defined below) may object to, challenge, or
26 seek to avoid the amount, validity, or enforceability of the Pre-Bankruptcy Secured Debt (or any
27 portion thereof) or any of liens and security interests created under the Pre-Bankruptcy Secured
28 Debt (separately and collectively, a "**Challenge**") (the "**Lookback Period**"). If no such action,

1 objection or other Challenge is commenced by a Committee (or any other party with standing)
2 within the Lookback Period, the Pre-Bankruptcy Secured Debt will be deemed and adjudicated
3 finally and indefeasibly as valid and enforceable, the liens and security interests created under the
4 Pre-Bankruptcy Secured Debt in the Collateral securing the Pre-Bankruptcy Secured Debt will be
5 deemed and adjudicated finally and indefeasibly as valid, enforceable and perfected liens and
6 security interests in that Collateral, and any affirmative claim(s) or cause(s) of action of any kind
7 against Radians with respect to the Pre-Bankruptcy Secured Debt and the liens and security
8 interests securing the Pre-Bankruptcy Secured Debt, or any payment received by Radians will be
9 forever barred.

10 2. The Debtors have waived and released, and shall be forever barred from asserting,
11 any right to object to, challenge or seek to avoid, the amount, validity, or enforceability of the Pre-
12 Bankruptcy Secured Debt or the liens and security interests in the Collateral securing the Pre-
13 Bankruptcy Secured Debt.

14 3. Subject to further order of the Court and the Challenge provisions set forth in the
15 above, in the event any payment made to, or other amount or value received by Radians from or
16 for the account of either of the Debtors is avoided, rescinded, set aside or must otherwise be
17 returned or repaid by Radians, whether in these Chapter 11 cases or any other proceedings, the
18 indebtedness intended to be repaid thereby shall be reinstated (without any further action by any
19 party or the Court) and shall be enforceable against the Debtors, the Debtors' estates in these
20 Chapter 11 cases, and the Debtors' successors or assigns. In such event, the Debtors shall be and
21 remain liable to Radians for the amount so repaid or recovered to the same extent as if such amount
22 had never originally been received by Radians, with interest accruing thereon from and after the
23 date such amount is so repaid or recovered, and any of Radians' claims, liens, rights, and remedies
24 under the Pre-Petition Loan Documents which survive such action shall be reinstated and fully
25 preserved, including, to the extent necessary to protect Radians' interests.

26 **FILE UNDER SEAL MOTION**

27 On September 8, 2017, prior to filing their Chapter 11 bankruptcy cases, and in
28 connection with entering into the APA with Radians, the Debtors also entered into a side letter

1 agreement with Radians which has been filed with the Court under seal. An initial hearing on
2 the Debtors' motion for approval to file the side letter agreement under seal was held on
3 September 13, 2017, at 2:00 p.m. The Debtors' motion for approval to file the side letter
4 agreement under seal was filed with the Court on September 11, 2017, as Docket Number 11. At
5 the hearing held on September 13, 2017, at 2:00 p.m., the Court granted the Debtors' motion for
6 approval to file the side letter agreement under seal on a preliminary basis and continued the
7 hearing to a final hearing to be held on October 30, 2017, at 10:00 a.m. Any party in interest
8 who wishes to object to the Court's final approval of the Debtors' motion for approval to file the
9 side letter agreement under seal must file a written objection with the Clerk of the Court prior to
10 the final hearing on October 30, 2017, at 10:00 a.m. and appear at the hearing.

11 Dated: September 15, 2017

IRONCLAD PERFORAMNCE WEAR
CORPORATION, *et al.*

13 By: /s/ Ron Bender
14 RON BENDER
15 MONICA Y. KIM
16 KRIKOR J. MESHEFEJIAN
17 LEVENE, NEALE, BENDER,
YOO & BRILL L.L.P.
Proposed Attorneys for Debtors and
Debtors in Possession

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: 10250 Constellation Boulevard, Suite 1700, Los Angeles, CA 90067

A true and correct copy of the foregoing document entitled **NOTICE OF CHAPTER 11 BANKRUPTCY FILINGS AND OF IMPORTANT UPCOMING HEARING DATES AND DEADLINES** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **September 15, 2017**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

- Ron Bender rb@lnbyb.com
- Monica Y Kim myk@lnbrb.com, myk@ecf.inforuptcy.com
- Krikor J Meshefejian kjm@lnbrb.com
- S Margaux Ross margaux.ross@usdoj.gov
- United States Trustee (SV) ustpregion16.wh.ecf@usdoj.gov
- Sharon Z. Weiss sharon.weiss@bryancave.com, raul.morales@bryancave.com

2. SERVED BY UNITED STATES MAIL: On **September 15, 2017**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **September 15, 2017**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served via Attorney Service

Hon. Martin R. Barash
United States Bankruptcy Court
21041 Burbank Boulevard, Suite 342
Woodland Hills, CA 91367

☒ Service List served by Overnight Mail attached

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

September 15, 2017
Date

Stephanie Reichert
Type Name

/s/ Stephanie Reichert
Signature

Ironclad Performance Wear (8300)
MML (consolidated)

United States Trustee
915 Wilshire Blvd., Suite 1850
Los Angeles, California 90017

U. S. Securities and Exchange Commission
Attn: Bankruptcy Counsel
444 South Flower Street, Suite 900
Los Angeles, CA 90071-9591

Secured Creditor

Radians Wareham Holding, Inc.
Attn: Mike Tutor, CEO
5305 Distriplex Farms
Memphis, TN 38141

Counsel to Radians Wareham Holdings

E. Franklin Childress, Jr.
Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
165 Madison Ave, Suite 2000
Memphis, Tennessee 38103

Counsel to Radians Wareham Holdings

Sharon Z. Weiss
Bryan Cave
120 Broadway, Suite 300
Santa Monica, CA 90401

Advantage Media Services, Inc.
Attn: Steven Helmle
29010 Commerce Center Drive
Valencia, CA 91355

Mercindo Global Manufaktur
Attn: Danny Negara
Jl. Raya Semarang-Bawen Km.29
SEemerang, Central Java
50661, Indonesia

Nantong Changbang Gloves Co.
Attn: Eliza Yang
Flat/RM 1602 Chit Lee Comm
Bldg 30-36, Shau Kei Wan Road
Hong Kong, China

BDO USA, LLP
Attn: Gerard
P. O. BOX 677973
Dallas, TX 75267-7973

PT JJ GLOVES INDO
Attn: Kwong
JL Ronggowarsito, Mlese, Ceper
Bonded Zone, Klaten
Central Java, Indonesia, 57463

PT SPORT GLOVE INDONESIA
Attn: Mark Robba
Krandon Desa Pandowoharjo Sleman
Yogyakarta, Indonesia, 55512

Capital One Bank
Attn: Daniel Gomes
P. O. BOX 1917
Merrifield, VA 22116-1917

Resources Global Professionals
Attn: Brent Waters
P.O. Box 740909
Los Angeles, CA 90074-0909

Skadden Arps Slate Meagher & Flom LLP
P O Box 1764
White Plains, NY 10602

FedEx
Attn: Carol Pearson
PO Box 7221
Pasadena, CA 91109-7321

Risk Consulting Partners
24722 Network Place
Chicago, IL 60673-1247

Stubbs, Alderton & Markiles, LLP
Attn: Robert Tejeda
15260 Ventura Blvd
20th Floor
Sherman Oaks, CA 91403

Ka Hung Glove Industrial Co. Ltd.
Attn: Ms. Vicz Yue
Fujian Quanzhou Jiacheng Leather
Chi Feng Road, Quanzhou City
Fujian, 362000, China

Shur-Sales & Marketing, Inc.
3830 S Windermere St.
Englewood, CO 80110

Synetra
Attn: John Calhoun
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